

LANDSCAPE LABORER TRAINEE

A new classification, Landscape Laborer Trainee, is based on an eighteen-month training program, as follows:

EFFECTIVE DATE	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
RATE A					
1st 6 mos. @ 70%	\$15.67	\$15.67	\$ *	\$ *	\$ *
2nd 6 mos. @ 80%	\$17.91	\$17.91	\$ *	\$ *	\$ *
3rd 6 mos. @ 90%	\$20.15	\$20.15	\$ *	\$ *	\$ *
RATE B					
1st 6 mos. @ 70%	\$14.97	\$14.97	\$ *	\$ *	\$ *
2nd 6 mos. @ 80%	\$17.11	\$17.11	\$ *	\$ *	\$ *
3rd 6 mos. @ 90%	\$19.25	\$19.25	\$ *	\$ *	\$ *

(The above rates are wages only. Fringe Benefits are the same as in Section 28A of the Laborers' Master Agreement.)

Prior to employment, the Employer must submit in writing any request for employees from the Local Union; and, all employees must be referred by the Local Union in the area of work.

The ratio of trainees shall be: One in three, with the understanding that each Individual Contractor utilizing the Trainee Classification must employ at least one second period Trainee in the second period of the Agreement and at least one third period Trainee in the third period of the Agreement before being eligible to employ another first period trainee.

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**SUPPLEMENT NO. 5
LABORERS' APPRENTICESHIP PROGRAM**

- 1. TERM OF APPRENTICESHIP:** The term of apprenticeship shall be 3,000 hours within 18 months. The first 750 hours, shall be a tryout or probationary period.
- 2. RATIO:** A qualified employer may employ one (1) apprentice when at least five (5) journeymen are regularly employed, and one (1) additional apprentice for each five (5) additional journeymen.
- 3. WORK TRAINING:** The Employer shall see that all apprentices are under the supervision of a qualified journeyman or instructor and shall provide the necessary diversified experience and training in order to train and develop the apprentice into a skilled worker, proficient in all the work processes of a Construction Craft Laborer, as outlined herein. Apprentices shall also be trained in the use of new equipment, materials and processes as they come into use in the craft.
- 4. WAGE SCHEDULE:** Apprentices shall be paid not less than the following percentages of the current journeymen's rate:

1st period	1 - 500 hours	50%
2nd period	501 - 1000 hours	55%
3rd period	1001 - 1500 hours	60%
4th period	1501 - 2000 hours	70%
5th period	2001 - 2500 hours	80%
6th period	2501 - 3000 hours	90%

5. FRINGE BENEFIT SCHEDULE:

	<u>1st 1500 hours</u>	<u>2nd 1500 hours</u>
Health &	Per Master	Per Master

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EXHIBIT A-1
(Part 3 of 3)

Welfare	Agreement	Agreement
Retiree Health	Per Master	Per Master
& Welfare	Agreement	Agreement
Pension/Annuity	N/A	Per Master
		Agreement
Vacation	N/A	Per Master
		Agreement
Supplemental	Per Master	Per Master
Dues	Agreement	Agreement
Training-Retraining/	Per Master	Per Master
Apprenticeship	Agreement	Agreement
Contract	Per Master	Per Master
Administration	Agreement	Agreement
Industry Stabilization	Per Master	Per Master
Agreement	Agreement	

SUPPLEMENT NO. 6

SUBSISTENCE

It is hereby agreed that effective June 24, 2002, Supplement No. 6, Subsistence of the Laborers Agreement shall read as follows:

MAP DESCRIPTION FOR AREA FREE ZONE AND SUBSISTENCE ZONE:

The following is a description based upon township and Area free zones and subsistence zones. Area free zones for all of Northern California within the following lines:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S,

Thence Easterly along the Southerly line of Township 19S, crossing the Mt. Diablo meridian to the S.W. Corner of township 19S, range 6E, Mt. Diablo base line and meridian,
Thence Southerly to the S.W. corner of township 20S, range 6E,
Thence Easterly to the S.W. corner of township 20S, range 13E,
Thence Southerly to the S.W. corner of township 21S, range 13E,
Thence Easterly to the S.W. corner of township 21S, range 17E,
Thence Southerly to the S.W. corner of township 22S, range 17E,
Thence Easterly to the S.E. corner of township 22S, range 17E,
Thence Southerly to the S.W. corner of township 23S, range 18E,
Thence Easterly to the S.E. corner of township 23S, range 18E,
Thence Southerly to the S.W. corner of township 24S, range 19E, falling on the Southerly line of Kings County thence Easterly along the Southerly boundary of Kings County and the Southerly boundary of Tulare County, to the S.E. corner of township 24S, range 29E,
Thence Northerly to the N.E. corner of township 21S, range 29E,
Thence Westerly to the N.W. corner of township 21S, range 29E,
Thence Northerly to the N.E. corner of township 13S

range 28E,
 Thence Westerly to the N.W. corner of township 13S,
 range 28E,
 Thence Northerly to the N.E. corner of township 11S,
 range 27E,
 Thence Westerly to the N.W. corner of township 11S,
 range 27E,
 Thence Northerly to the N.E. corner of township 10S,
 range 26E,
 Thence Westerly to the N.W. corner of township 10S,
 range 26E,
 Thence Northerly to the N.E. corner of township 9S,
 range 25E,
 Thence Westerly to the N.W. corner of township 9S,
 range 25E,
 Thence Northerly to the N.E. corner of township 8S,
 range 24E,
 Thence Westerly to the N.W. corner of township 8S,
 range 24E,
 Thence Northerly to the N.E. corner of township 6S,
 range 23E,
 Thence Westerly to the S.E. corner of township 5S,
 range 19E,
 Thence Northerly to the N.E. corner of township 5S,
 range 19E,
 Thence Westerly to the N.W. corner of township 5S,
 range 19E,
 Thence Northerly to the N.E. corner of township 3S,
 range 18E,
 Thence Westerly to the N.W. corner of township 3S,
 range 18E,

Thence Northerly to the N.E. corner of township 2S
 range 17E,
 Thence Westerly to the N.W. corner of township 2S
 range 17E,
 Thence Northerly crossing the Mt. Diablo baseline to the
 N.E. corner of township 2N, range 16E
 Thence Westerly to the N.W. corner of township 2N
 range 16E,
 Thence Northerly to the N.E. corner of township 3N
 range 15E,
 Thence Westerly to the N.W. corner of township 3N
 range 15E,
 Thence Northerly to the N.E. corner of township 4N
 range 14E,
 Thence Westerly to the N.W. corner of township 4N
 range 14E,
 Thence Northerly to the N.E. corner of township 5N
 range 13E,
 Thence Westerly to the N.W. corner of township 5N
 range 13E,
 Thence Northerly to the N.E. corner of township 10N
 range 12E,
 Thence Easterly to the S.E. corner of township 11N
 range 14E,
 Thence Northerly to the N.E. corner of township 11N
 range 14E,
 Thence Westerly to the N.E. corner of township 11N
 range 10E,
 Thence Northerly to the N.E. corner of township 15N
 range 10E,
 Thence Easterly to the S.E. corner of township 16N

range 11E,
 Thence Northerly to the N.E. corner of township 16N,
 range 11E,
 Thence Easterly to the S.E. corner of township 17N,
 range 14E,
 Thence Southerly to the S.W. corner of township 14N,
 range 15E,
 Thence Easterly to the S.E. corner of township 14N,
 range 15E,
 Thence Southerly to the S.W. corner of township 13N,
 range 16E,
 Thence Easterly to the S.E. corner of township 13N,
 range 16E,
 Thence Southerly to the S.W. corner of township 12N,
 range 17E,
 Thence Easterly along the Southern line of township
 12N to the Eastern boundary of the State of
 California,
 Thence Northwesterly, thence Northerly along the
 Eastern boundary of the State of California to the N.E.
 corner of township 17N, range 18E,
 Thence Westerly to the N.W. corner of township 17N,
 range 11E,
 Thence Northerly to the N.E. corner of township 20N,
 range 10E,
 Thence Westerly to the N.W. corner of township 20N,
 range 10E,
 Thence Northerly to the N.E. corner of township 21N,
 range 9E,
 Thence Westerly to the N.W. corner of township 21N,
 range 9E,

Thence Northerly to the N.E. corner of township 22
 range 8E,
 Thence Westerly to the N.W. corner of township 22
 range 8E,
 Thence Northerly to the S.W. corner of township 27
 range 8E,
 Thence Easterly to the S.E. corner of township 27
 range 8E,
 Thence Northerly to the NE corner of township 28
 range 8E,
 Thence Westerly to the N.W. corner of township 28
 range 7E,
 Thence Northerly to the N.E. corner of township 30
 range 6E,
 Thence Westerly to the N.W. corner of township 30
 range 1E,
 Thence Northerly along the Mt. Diablo meridian to t
 N.E. corner of township 34N, range 1W,
 Thence Westerly to the N.W. corner of township 34
 range 6W,
 Thence Southerly to the N.E. corner of township 32
 range 7W,
 Thence Westerly to the N.W. corner of township 32
 range 7W,
 Thence Southerly to the S.W. corner of township 30
 range 7W,
 Thence Easterly to the S.E. corner of township 30
 range 7W,
 Thence Southerly to the S.W. corner of township 16
 range 6W,
 Thence Easterly to the S.E. corner of township 16

range 6W,
 Thence Southerly to the S.W. corner of township 14N,
 range 5W,
 Thence Westerly to the S.E. corner of township 14N,
 range 7W,
 Thence Northerly to the N.E. corner of township 14N,
 range 7W,
 Thence Westerly to the N.W. corner of township 14N,
 range 7W,
 Thence Northerly to the N.E. corner of township 15N,
 range 8W,
 Thence Westerly to the S.E. corner of township 16N,
 range 12W,
 Thence Northerly to the N.E. corner of township 16N,
 range 12W,
 Thence Westerly to the N.W. corner of township 16N,
 range 12W,
 Thence Northerly to the N.E. corner of township 18N,
 range 12W,
 Thence Westerly to the N.W. corner of township 18N,
 range 14W,
 Thence Southerly to the S.W. corner of township 18N,
 range 14W,
 Thence Easterly to the S.E. corner of township 18N,
 range 14W,
 Thence Southerly to the S.W. corner of township 16N,
 range 13W,
 Thence Westerly to the N.W. corner of township 15N,
 range 14W,
 Thence Southerly to the S.W. corner of township 14N,
 range 14W,

Thence Easterly to the S.E. corner of township 14N,
 range 14W,
 Thence Southerly to the S.W. corner of township 13N,
 range 13W,
 Thence Easterly to the S.E. corner of township 13N,
 range 13W,
 Thence Southerly to the S.W. corner of township 11N,
 range 12W,
 Thence Easterly to the S.E. corner of township 11N,
 range 12W,
 Thence Southerly along the Eastern line of range 12W to
 the Pacific Ocean, excluding that portion of Northern
 California within Santa Clara County included within the
 following line. Commencing at the N.W. corner of
 township 6S, range 3E, Mt. Diablo Baseline and
 meridian:
 Thence in a Southerly direction to the S.W. corner of
 township 7S, range 3E,
 Thence in an Easterly direction to the S.E. corner of
 township 7S, range 4E,
 Thence in a Northerly direction to the N.E. corner of
 township 6S, range 4E,
 Thence in a Westerly direction to the N.W. corner of
 township 6S, range 3E, to the point of beginning
 which portion is a part of Area 2.
 Area 1 also includes that portion of Northern California
 within the following lines:
 Commencing in the Pacific Ocean on an extension of
 the Southerly line of township 2N, Humboldt baseline
 and meridian:
 Thence Easterly along the Southerly line of townshi

2N, to the S.W. corner of township 2N, range 1W,
 Thence Southerly to the S.W. corner of township 1N,
 range 1W,
 Thence Easterly along the Humboldt baseline to the
 S.W. corner of township 1N, range 2E,
 Thence Southerly to the S.W. corner of township 2S,
 range 2E,
 Thence Easterly to the S.E. corner of township 2S,
 range 2E,
 Thence Southerly to the S.W. corner of township 4S,
 range 3E,
 Thence Easterly to the S.E. corner of township 4S,
 range 3E,
 Thence Northerly to the N.E. corner of township 2S,
 range 3E,
 Thence Westerly to the N.W. corner of township 2S,
 range 3E,
 Thence Northerly crossing the Humboldt baseline to the
 S.W. corner of township 1N, range 3E,
 Thence Easterly along the Humboldt baseline to the S.E.
 corner of township 1N, range 3E,
 Thence Northerly to the N.E. corner of township 9N,
 range 3E,
 Thence Westerly to the N.W. corner of township 9N,
 range 2E,
 Thence Northerly to the N.E. corner of township 10N,
 range 1E,
 Thence Westerly along the Northerly line of township
 10N, into the Pacific Ocean.
 Subsistence map change shall apply for work bid after June
 16, 1980.

All areas other than free zones shall be subject to the payment of subsistence, as follows:

On all work subject to travel and subsistence allowance specified in this Section, the daily subsistence allowance shall be as follows:

June 24, 2002 through June 30, 2006 - \$19.00/day.

The Individual Employer shall not be required to pay subsistence to employees employed by an Individual Employer in a permanent yard or shop or plant and employee employed by an Individual Employer on residential construction projects (not camps); subdivisions; buildings of three (3) stories or less including utilities and site work related to the buildings; streets, roadways and utilities which are a part of residential construction project.

Subsistence shall not be applicable within the city limits of the following cities or towns:

Auburn, Coalinga, Crescent City, Exeter, Grass Valley, Greenfield, Jackson, Jamestown, Lindsay, Mariposa, Nevada City, Placerville, Porterville, Sonora, Strathmore, Terrabel, Tuolumne, Twain Harte, Woodlake or Yreka.

Subsistence shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants and heavy engineering projects together with the camps, warehouses, offices or facilities constructed in connection with such latter projects, such pay shall be separate from the wages of the employee and shall be paid him/her by separate check.

No subsistence shall be paid on a job located within the right of way of a road or highway forming part of the boundary of a subsistence area.

If a road or highway forming part of the boundary of a subsistence area is relocated, such relocated road or highway upon being officially opened shall form a part of the boundary of the subsistence area in place of the old road.

When the work is to be performed in the subsistence zone, each employee employed to perform work covered by this Agreement shall receive subsistence pay specified herein.

When the work to be performed is in the non-subsistence zone, such employees shall not be entitled to receive subsistence pay; provided, however, if two or more hours of compensable time (straight time or premium time) are worked by said employee in the subsistence zone, he/she shall be entitled to be paid appropriate subsistence pay as specified herein for the entire day. An employee or person referred for employment shall be entitled to subsistence pay for any day on which he/she is required by or requested to report to the job of the Individual Employer, but does not perform work due to conditions beyond said Individual Employer's control (such as: rainy days, or days when steel or other materials are not available).

If the Individual Employer maintains a camp in the subsistence area herein above described, the Individual Employer agrees not to charge the employees covered by this Agreement more than the amount allowed for subsistence hereunder for suitable room and board incurred during a calendar week.

SCHEDULE "A" DISTRICT COUNCIL OF LABORERS HIRING HALL LOCATIONS

Local	City	Street Address	Phone Number	Dispatch Hours
*67	Oakland	8400 Enterprise Way, #119	510/569-4761	6:30-9:00 a.m.
*67	Sacramento	2717 Cottage Way, #12	916/482-2607	6:30-9:00 a.m.
73	Stockton	2841 E. Myrtle St.	209/466-3356	6:30-9:00 a.m.
139	Santa Rosa	81 Barham Avenue	707/542-1107	6:30-9:00 a.m.
185	Sacramento	1320 W. National Drive	916/928-8300	6:30-9:00 a.m.
185	Redding	2865 Churn Creek Rd., #D	530/221-0961	6:30-9:00 a.m.
185	Yuba City	1650 Sierra Ave., #206	530/674-4707	6:30-9:00 a.m.
261	San Francisco	3271 - 18th St.	415/826-4550	6:30-9:00 a.m.
270	San Jose	509 Emory St.	408/297-2620	6:30-9:00 a.m.
270	Santa Cruz	640 Eaton St.	831/475-7058	6:30-9:00 a.m.
291	San Rafael	4174 Redwood Hwy.	415/492-0936	6:30-9:00 a.m.
291	Napa	(Phone dispatch only)	707/226-7971	6:30-9:00 a.m.
294	Fresno	5431 E. Hedges Ave.	559/255-3019	6:30-9:00 a.m.
294	Visalia	319 N. Church Street	559/734-9426	6:30-9:00 a.m.
297	Salinas	117 Pajaro St.	831/422-7077	6:30-9:00 a.m.
297	Monterey	254 Casa Verde Way	831/648-1081	6:30-9:00 a.m.

304	Hayward	29475 Mission Blvd.	510/581-4681	6:30-9:00 a.m.
304	Oakland	425 Roland Way	510/562-2661	6:30-9:00 a.m.
304	Livermore	2063 Research Drive	925/455-8292	6:30-9:00 a.m.
324	Martinez	611 Berrellesa St.	925/228-0930	6:30-9:00 a.m.
324	Pittsburg	1085 Cumberland St.	925/439-1021	6:30-9:00 a.m.
324	Richmond	101 So. 12th St.	510/234-1069	6:30-9:00 a.m.
326	Vallejo	2920 Sonoma Blvd., Suite B	707/643-7214	6:30-9:00 a.m.
389	San Mateo	300 - 7th Ave.	650/344-7168	6:30-9:00 a.m.
1130	Modesto	2549 Yosemite Blvd., Ste. K	209/521-9883	6:30-9:00 a.m.

* Asbestos

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Northern California District Council of Laborers
Union Plaza

4780 Chabot Drive, Suite 200 • Pleasanton, CA 94588
(925) 469-6800 • Fax (925) 469-6900

Office Hours:

7:00 am to 5:00 pm Monday through Friday

MEMORANDUM AGREEMENT

It is hereby mutually understood and agreed by and between the undersigned individual employer and the Northern California District Council of Laborers for and on behalf of all affiliated Local Unions in the 46 Northern California Counties hereinafter referred to as Union that for and in consideration of services performed and to be performed by Laborers for the individual employer, the individual employer agrees to comply with all wages, hours, and working conditions set forth in the Laborers' Master Agreement for Northern California June 24, 2002 through June 30, 2006 (which agreement is incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged), which amends, modifies, supplements and renews each and every, all and singular previous Laborers' Master Agreements or individual employer Memorandum Agreement in the construction industry in the 46 Northern California Counties and any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement which may be negotiated between the parties thereto for the term thereof.

The individual employer and/or association by executing this Memorandum Agreement continues to be bound by each and every of the Memoranda previously signed by said individual employer and/or association, in any, for all work performed by said individual employee

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as described in said Master Agreement and as covered by said Master Agreement regardless of the name or style or method of organization of any individual employer entity and specifically applies to any company, firm or corporation in the construction industry with which or to which the undersigned has any connection of any nature or kind whatsoever. The undersigned individual employer or association, having satisfied itself that the Union represents a majority of the employees employed by the employer in an appropriate unit for collective bargaining, hereby recognizes the Union to be the collective representative for its employees at all job sites located within the forty-six Northern California Counties, pursuant to section 9(a) of the National Labor Relations Act.

The individual employer agrees to pay all sums of money for each hour paid for or worked by employees performing work covered by said Master Agreement to each and every all and singular of the Trust Funds specified in said Master Agreement, at their respective offices in San Francisco, Calif. and to accept and assume and be bound by all of the obligations of any trust agreement, plans, or rules or any amendments, modifications, or changes, thereof made by the parties thereto as are now or may hereafter be imposed upon any individual employer by or pursuant to any such trust, trust fund or plan as set forth in the Master Agreement or any applicable trust agreement, including the obligation to pay liquidated damages and other sums due upon delinquency as provided in said trust

agreements. The individual employer hereby acknowledges receipt of copies of each of said trust agreements.

The individual employer further agrees that he or she does irrevocably designate and appoint the Employer Members of said Trust Fund and Plan mentioned in the Master Agreement as his or her attorneys in fact for the selection, removal, and substitution of trustees or board members as provided in the trust agreements or plans or as may be hereafter provided by or pursuant to said trust agreements or plans.

Notwithstanding any provision of the Master of this Agreement, it is understood that the individual employer is required to give written notice to said District Council, of the name or names of any entity, person, firm, or corporation engaged in the construction industry with which the undersigned becomes or is now connected and any change of name or style under which the undersigned will be or is engaged in the construction industry in the territory covered by said Master Agreement. Such written notice must be given no less than 10 days prior to the date of any such change of name, new corporation, change or corporation status, creation or formation of any entity, etc.

Notwithstanding any provisions of the Master Agreement or this Agreement, the Union reserves the right to strike (provided however, that no aspect of the subcontractors' clause, including its enforcement, may

be enforced by or subject to strike action) or process the dispute through the grievance procedure, or both, the individual employer for alleged contract violations or breach of this Agreement and such strike shall not be deemed a breach of contract by the Union. Submission of any grievance involving the undersigned individual employer shall be to the permanent neutral arbitrator provided in the grievance procedure of the Master Agreement. Claims for unpaid wages or trust fund contributions may be submitted to the Labor commission at the sole option of the Union or the appropriate trust fund at anytime, in addition to any other remedy provided by the Master Agreement or this Agreement or by law.

Union agrees to perform all of the provisions of the Agreement hereinabove referred to.

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, and assigns of the individual employer, including any name or style to which business is conducted with respect to work covered by this Agreement.

It is the intention of the undersigned to enforce the provisions of this Agreement only to the extent permitted by law. Except as set forth below, the individual employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term, or during the term of any future modifications, changes, amendments, extensions, or supplements renewals of or to said Master Agreement, or to file or process any petition before the National Labor Relations Board seeking such termination, abrogation, repudiation or cancellation.

This Agreement shall remain in full force and effect until June 30, 2006, and shall continue thereafter for the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement which may be negotiated between the parties thereto unless either party to this Memorandum Agreement gives written notice to the other of the desire to change or cancel not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2006, or June 30th of any year in which the Master Agreement may terminate.

Dated: This day of
 Effective: This day of

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By
 José A. Moreno, Business Manager

LOCAL UNION NO

By
 Title

.....
 (Name of individual employer and/or Association)

.....
 (Signature of individual employer or Authorized Representative)

By
 Title

Contractor's License No

Address

City & State Zip

Telephone Number & Area Code

Northern California District Council of Laborers Copy

MEMORANDUM AGREEMENT

It is hereby mutually understood and agreed by an between the undersigned individual employer and th Northern California District Council of Laborers for an on behalf of all affiliated Local Unions in the 4 Northern California Counties hereinafter referred to a Union that for and in consideration of services pe formed and to be performed by Laborers for the indivi ual employer, the individual employer agrees to comp with all wages, hours, and working conditions set for in the Laborers' Master Agreement for Norther California June 24, 2002 through June 30, 2006 (whic agreement is incorporated herein by reference and copy of which has been delivered to me and receipt (which is hereby expressly acknowledged), whic amends, modifies, supplements and renews each an every, all and singular previous Laborers' Masto Agreements or individual employer Memorandui Agreement in the construction industry in the 4 Northern California Counties and any future modifi tions, changes, amendments, supplements, extensior or renewals of or to said Master Agreement which me be negotiated between the parties thereto for the teri thereof.

The individual employer and/or association by execu ing this Memorandum Agreement continues to b bound by each and every of the Memoranda previous signed by said individual employer and/or association, any, for all work performed by said individual employe as described in said Master Agreement and as covere by said Master Agreement regardless of the name (

style or method of organization of any individual employer entity and specifically applies to any company, firm or corporation in the construction industry with which or to which the undersigned has any connection of any nature or kind whatsoever. The undersigned individual employer or association, having satisfied itself that the Union represents a majority of the employees employed by the employer in an appropriate unit for collective bargaining, hereby recognizes the Union to be the collective representative for its employees at all job sites located within the forty-six Northern California Counties, pursuant to section 9(a) of the National Labor Relations Act.

The individual employer agrees to pay all sums of money for each hour paid for or worked by employees performing work covered by said Master Agreement to each and every all and singular of the Trust Funds specified in said Master Agreement, at their respective offices in San Francisco, Calif. and to accept and assume and be bound by all of the obligations of any trust agreement, plans, or rules or any amendments, modifications, or changes, thereof made by the parties thereto as are now or may hereafter be imposed upon any individual employer by or pursuant to any such trust, trust fund or plan as set forth in the Master Agreement or any applicable trust agreement, including the obligation to pay liquidated damages and other sums due upon delinquency as provided in said trust agreements. The individual employer hereby acknowledges receipt of copies of each of said trust agreements.

The individual employer further agrees that he or she does irrevocably designate and appoint the Employer Members of said Trust Fund and Plan mentioned in the Master Agreement as his or her attorneys in fact for the selection, removal, and substitution of trustees or board members as provided in the trust agreements or plans or as may be hereafter provided by or pursuant to said trust agreements or plans.

Notwithstanding any provision of the Master of this Agreement, it is understood that the individual employer is required to give written notice to said District Council, of the name or names of any entity, person, firm, or corporation engaged in the construction industry with which the undersigned becomes or is now connected and any change of name or style under which the undersigned will be or is engaged in the construction industry in the territory covered by said Master Agreement. Such written notice must be given no less than 10 days prior to the date of any such change of name, new corporation, change or corporation status creation or formation of any entity, etc.

Notwithstanding any provisions of the Master Agreement or this Agreement, the Union reserves the right to strike (provided however, that no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action) or process the dispute through the grievance procedure, or both the individual employer for alleged contract violations or breach of this Agreement and such strike shall not be

deemed a breach of contract by the Union. Submission of any grievance involving the undersigned individual employer shall be to the permanent neutral arbitrator provided in the grievance procedure of the Master Agreement. Claims for unpaid wages or trust fund contributions may be submitted to the Labor commission at the sole option of the Union or the appropriate trust fund at anytime, in addition to any other remedy provided by the Master Agreement or this Agreement or by law.

Union agrees to perform all of the provisions of the Agreement hereinabove referred to.

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, and assigns of the individual employer, including any name or style to which business is conducted with respect to work covered by this Agreement.

It is the intention of the undersigned to enforce the provisions of this Agreement only to the extent permitted by law. Except as set forth below, the individual employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term, or during the term of any future modifications, changes, amendments, extensions, or supplements renewals of or to said Master Agreement, or to file or process any petition before the National Labor Relations Board seeking such termination, abrogation, repudiation or cancellation.

This Agreement shall remain in full force and effect until June 30, 2006, and shall continue thereafter for the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement which may be negotiated between the parties thereto unless either party to this Memorandum Agreement gives written notice to the other of the desire to change or cancel not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2006, or June 30th of any year in which the Master Agreement may terminate.

Dated: Thisday of
 Effective: Thisday of

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By
 José A. Moreno, Business Manager

LOCAL UNION NO

By
 Title

.....
 (Name of individual employer and/or Association)

.....
 (Signature of individual employer or Authorized Representative)

By
 Title

Contractor's License No

Address

City & State Zip

Telephone Number & Area Code

Trust Fund Copy

MEMORANDUM AGREEMENT

It is hereby mutually understood and agreed by and between the undersigned individual employer and the Northern California District Council of Laborers for and on behalf of all affiliated Local Unions in the 4 Northern California Counties hereinafter referred to as the Union that for and in consideration of services performed and to be performed by Laborers for the individual employer, the individual employer agrees to comply with all wages, hours, and working conditions set forth in the Laborers' Master Agreement for Northern California June 24, 2002 through June 30, 2006 (which agreement is incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged), which amends, modifies, supplements and renews each and every, all and singular previous Laborers' Master Agreements or individual employer Memorandum Agreement in the construction industry in the 4 Northern California Counties and any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement which may be negotiated between the parties thereto for the term thereof.

The individual employer and/or association by executing this Memorandum Agreement continues to be bound by each and every of the Memoranda previously signed by said individual employer and/or association, any, for all work performed by said individual employer

as described in said Master Agreement and as covered by said Master Agreement regardless of the name or style or method of organization of any individual employer entity and specifically applies to any company, firm or corporation in the construction industry with which or to which the undersigned has any connection of any nature or kind whatsoever. The undersigned individual employer or association, having satisfied itself that the Union represents a majority of the employees employed by the employer in an appropriate unit for collective bargaining, hereby recognizes the Union to be the collective representative for its employees at all job sites located within the forty-six Northern California Counties, pursuant to section 9(a) of the National Labor Relations Act.

The individual employer agrees to pay all sums of money for each hour paid for or worked by employees performing work covered by said Master Agreement to each and every all and singular of the Trust Funds specified in said Master Agreement, at their respective offices in San Francisco, Calif. and to accept and assume and be bound by all of the obligations of any trust agreement, plans, or rules or any amendments, modifications, or changes, thereof made by the parties thereto as are now or may hereafter be imposed upon any individual employer by or pursuant to any such trust, trust fund or plan as set forth in the Master Agreement or any applicable trust agreement, including the obligation to pay liquidated damages and other sums due upon delinquency as provided in said trust

agreements. The individual employer hereby acknowledges receipt of copies of each of said trust agreements.

The individual employer further agrees that he or she does irrevocably designate and appoint the Employer Members of said Trust Fund and Plan mentioned in the Master Agreement as his or her attorneys in fact for the selection, removal, and substitution of trustees or board members as provided in the trust agreements or plans or as may be hereafter provided by or pursuant to said trust agreements or plans.

Notwithstanding any provision of the Master of this Agreement, it is understood that the individual employer is required to give written notice to said District Council, of the name or names of any entity, person, firm, or corporation engaged in the construction industry with which the undersigned becomes or is now connected and any change of name or style under which the undersigned will be or is engaged in the construction industry in the territory covered by said Master Agreement. Such written notice must be given no less than 10 days prior to the date of any such change of name, new corporation, change of corporation status creation or formation of any entity, etc.

Notwithstanding any provisions of the Master Agreement or this Agreement, the Union reserves the right to strike (provided however, that no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action) or process the dispute through the grievance procedure, or both

the individual employer for alleged contract violations or breach of this Agreement and such strike shall not be deemed a breach of contract by the Union. Submission of any grievance involving the undersigned individual employer shall be to the permanent neutral arbitrator provided in the grievance procedure of the Master Agreement. Claims for unpaid wages or trust fund contributions may be submitted to the Labor commission at the sole option of the Union or the appropriate trust fund at anytime, in addition to any other remedy provided by the Master Agreement or this Agreement or by law.

Union agrees to perform all of the provisions of the Agreement hereinabove referred to.

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, and assigns of the individual employer, including any name or style to which business is conducted with respect to work covered by this Agreement.

It is the intention of the undersigned to enforce the provisions of this Agreement only to the extent permitted by law. Except as set forth below, the individual employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term, or during the term of any future modifications, changes, amendments, extensions, or supplements renewals of or to said Master Agreement, or to file or process any petition before the National Labor Relations Board seeking such termination, abrogation, repudiation or cancellation.

This Agreement shall remain in full force and effect until June 30, 2006, and shall continue thereafter for the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement which may be negotiated between the parties thereto unless either party to this Memorandum Agreement gives written notice to the other of the desire to change or cancel not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2006, or June 30th of any year in which the Master Agreement may terminate.

Dated: This day of
Effective: This day of

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By
José A. Moreno, Business Manager

LOCAL UNION NO

By
Title

.....
(Name of individual employer and/or Association)

.....
(Signature of individual employer or Authorized Representative)

By
Title

Contractor's License No

Address

City & State Zip

Telephone Number & Area Code

Employer Copy

Notes